

## RECORDATION COVER SHEET

TYPE OF INSTRUMENT: DEED OF EASEMENT AND VACATION

DATE OF INSTRUMENT: MARCH 11, 2016

NAMES OF GRANTORS:

- 1) SM ONE LOUDOUN, LLC
- 2) ONE LOUDOUN NEIGHBORHOOD ASSOCIATION, INC.
- 3) TRSTE, INC., TRUSTEE
- 4) BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA (AS TO VACATIONS)

NAMES OF GRANTEES:

- 1) BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA
- 2) LOUDOUN COUNTY SANITATION AUTHORITY
- 3) ONE LOUDOUN TOWN CENTER AND BUSINESS DISTRICT ASSOCIATION, INC.
- 4) ONE LOUDOUN MASTER PROPERTY OWNERS ASSOCIATION, INC.

COUNTY/ELECTION DISTRICT WHERE PROPERTY LOCATED: LOUDOUN COUNTY/BROAD RUN DISTRICT

BRIEF DESCRIPTION OF PROPERTY: BLOCK O, LOT 1, BLOCK O, LOT 11A, LAND BAY "B" PHASE IIA AND LAND BAY A9, ONE LOUDOUN

INSTRUMENTS WHERE PROPERTY ACQUIRED:

INST. NO. 20160107-0000923(LAND BAY A9)  
INST. NO. 20131022-0084573 (SUBDIVISION OF A9)  
INST. NO. 20130502-0036707 (LAND BAY B)  
INST. NO. 20140616-0032198 (SUBDIVISION OF LAND BAY B)

PLAT ATTACHED: PLAT NO. 2205-0224 PREPARED BY WILLIAM H. GORDON ASSOCIATES, INC.

PARCEL IDENTIFICATION NOS.:

- 1) 058-30-4963-000 (LAND BAY A9)
- 2) 058-30-4496-000 (BLOCK O, LOT 1)
- 3) 058-30-7898-000 (BLOCK O, LOT 11A)

COUNTY FILE NO.: STPL 2015-0023

PREPARED BY AND RETURN TO:

**BOX  
99**

CULBERT & SCHMITT, PLLC  
30C Catocin Circle, S.E.  
Leesburg, Virginia 20175  
(28710.009) AJS



**20160406-0019633**

Loudoun County, VA Pgs: 23  
04/06/2016 2:22:44PM  
Gary M. Clemens, Clerk

*Plat-20160406-0019633*

THIS DEED OF EASEMENT AND VACATION (the "Deed") is made this 11<sup>th</sup> day of March, 2016, by and between SM ONE LOUDOUN, LLC, a Virginia limited liability company, its successors and assigns (hereinafter referred to as "One Loudoun"); ONE LOUDOUN NEIGHBORHOOD ASSOCIATION, INC., a Virginia nonstock corporation formed pursuant to the Virginia Property Owners Association Act (hereinafter referred to as the "Association"); TRSTE, INC., a Virginia corporation, TRUSTEE (hereinafter referred to as "Trustee"); WELLS FARGO BANK, NATIONAL ASSOCIATION (hereinafter referred to as the "Beneficiary"); the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, a body corporate and politic (hereinafter referred to as "County"); and the LOUDOUN COUNTY SANITATION AUTHORITY, a body corporate and politic (hereinafter referred to as "Authority"); ONE LOUDOUN TOWN CENTER AND BUSINESS DISTRICT ASSOCIATION, INC., a Virginia nonstock corporation/an association formed pursuant to the Virginia Property Owners Association Act (hereinafter referred to as the "Town Center Association"); and ONE LOUDOUN MASTER PROPERTY OWNERS ASSOCIATION, INC., a Virginia nonstock corporation formed pursuant to the Virginia Property Owners Association Act (hereinafter referred to as the "Master Association").

RECITALS:

R-1. One Loudoun is the owner and proprietor of certain real property identified as Loudoun County Parcel Identification Number ("PIN") 058-30-4963-000 ("Land Bay A9"), as shown on plat number 2205-0224, dated September 25, 2015, and revised through December 30, 2015, entitled "Plat Showing Creation and Vacation of Various Easements on Block O Lot 1, Block O, Lot 11A, Land Bay "B" Phase IIA and Land Bay A9, One Loudoun," and

prepared by William H. Gordon Associates, Inc. of Chantilly, Virginia, certified land surveyors (the "**Plat**") which Plat is attached hereto.

R-2. Land Bay A9 is situated in Loudoun County, Virginia; One Loudoun having acquired Land Bay A9 by deed recorded as Instrument Number 20160107-0000923 among the land records of Loudoun County, Virginia (the "**Land Records**").

R-3. The Association is the owner and proprietor of certain real property identified as PIN 058-30-4496-000 ("**Block O, Lot 1**") and PIN 058-30-7989-000 ("**Block O, Lot 11A**"), as shown on the Plat.

R-4. Block O, Lot 1 and Block O, Lot 11A are situated in Loudoun County, Virginia; the Association having acquired Block O, Lot 1 and Block O, Lot 11A by deed recorded as Instrument Number 20130502-0036707, as last adjusted by deed recorded as Instrument Number 20140616-0032197, among the Land Records.

R-5. Land Bay A9, Block O, Lot 1, and Block O, Lot 11A are sometimes herein referred to collectively as the "**Property**".

R-6 It is the desire and intent of One Loudoun and the Association, pursuant to site plan application STPL 2015-0023, to grant and convey unto the County and unto the Authority, the easements in the locations as shown on the Plat and as hereinafter provided.

R-7. It is the desire and intent of One Loudoun and the Association to grant and convey unto the Town Center Association, the easements in the locations as shown on the Plat and as hereinafter provided.

R-8. It is the desire and intent of One Loudoun and the Association to grant and convey, create and establish easements for ingress and egress over and across the Property, said easements being more particularly bounded and described on the Plat and as hereinafter provided.

R-9. It is the desire and intent of One Loudoun and the Association to create and establish sanitary sewer lateral easements in the locations as shown on the Plat and as hereinafter provided.

R-10. It is the desire and intent of One Loudoun to obtain the vacation of portions of various easements in the locations as shown on the Plat and as hereinafter provided.

R-11. Land Bay A9 is subject to the lien of a certain Credit Line Deed of Trust dated January 7, 2016, and recorded as Instrument Number 20160107-0000924, among the Land Records (the "**Deed of Trust**"), wherein Land Bay A9 was conveyed unto the Trustee, in trust, to secure a certain indebtedness, as more specifically set forth therein.

R-12. Block O, Lot 1 and Block O, Lot 11A are not subject to the lien of any deed of trust.

#### **COUNTY EASEMENTS**

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, One Loudoun and the Association (with respect to, and as applicable to, their individual properties) grant and convey unto the County, its successors and assigns, the easements as hereafter set forth in the respective locations shown on the Plat as follows:

A. **Emergency Ingress and Egress Easements.** Easements for ingress and egress, for construction and maintenance of utilities, for County and other emergency vehicles, and for the purpose of performing any governmental functions which the County may find necessary or desirable to perform, including but not limited to police and fire protection, over and across the Property, all private streets, common driveways, public and/or private access easements, and ingress and egress easements, as shown on the Plat. Notwithstanding the foregoing, in the event any of such Property, private streets, common driveways, public and/or private access easements,

and/or ingress and egress easements are hereafter adjusted, relocated, reconfigured, or otherwise altered, these easements shall automatically be adjusted so that no portion of the Property which ceases either to be a parcel, private street, public or private access easement, ingress and egress easement, or common driveway shall be subject to these easements. Furthermore, notwithstanding any other terms or provisions hereafter set forth, to the extent any of these ingress and egress easements constitutes a blanket easement over an individual parcel such as a common area or common open space parcel, then buildings, structures, or other above-ground facilities may be constructed within such easement areas, so that the easements shall encumber only the portion of such Property which is not occupied by buildings, structures or other above-ground facilities.

B. **Storm Drain Easements.** Easements for the purpose of constructing, operating, maintaining, adding to, altering or replacing present or future stormwater management facilities, storm drainage lines, storm sewer lines, or other drainage structures, including building connection lines, plus all necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through and across the said property of One Loudoun and the Association, said easements being more particularly bounded and described on the Plat.

The foregoing easements are subject to the following conditions where applicable:

1. All sewers, manholes, inlet structures, and appurtenant facilities which are installed in the easements shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements including the right of access to and from the easements and right to use

adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said easements; provided, however, that the County, at its own expense, shall restore, as nearly as possible, the premises to their original condition. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities located outside the easements, but shall not include the replacement of structures, trees, or other facilities located within the easements.

4. One Loudoun and the Association reserve the right to construct and maintain roadways over said easements to the extent not prohibited or restricted by ordinance and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the County for the purposes named; provided, however, that One Loudoun nor the Association shall erect any building or other structure, excepting a fence, on the easements without obtaining the prior written approval of the County.

5. The owner of fee title to any property on which an easement is hereby granted for storm drainage purposes shall be responsible for maintenance of such storm drainage easement, unless such responsibility shall have been given to its successors or to an owner's association under the provisions of any declaration of covenants, conditions, and restrictions heretofore or

hereafter recorded; it being intended that the responsibility of maintenance shall not be a personal obligation but shall run with the land, such owner maintenance to include items such as mowing and weeding, removal of litter and other debris, and care and maintenance of trees and other vegetation; provided, however, that owner shall not alter, disturb nor make any changes to the elevation or contours of any open channel, ditch, swale, berm or other drainage facility within the easement after the completion of the construction of the facilities in accordance with the County-approved plans. Notwithstanding the foregoing, the County shall maintain the physical infrastructure of storm drainage facilities contained within the easement, including pipes and other structures, inlets and catch basins, and shall remove debris and other obstructions from open channels.

#### **L.C.S.A. EASEMENTS**

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, the receipt of which is hereby acknowledged, One Loudoun and the Association (with respect to, and as applicable to, their individual properties) grant and convey unto the Authority, its successors and assigns, the following easements and rights-of-way for the purpose of the transmission and distribution of water and for the collection and transmission of sewage, through, upon and across the property of One Loudoun and the Association.

A.     **Water Main Easements.** Water main easements and rights-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future water mains, fire hydrants, valves, meters, and other appurtenant facilities, including but not limited to, any communications equipment deemed necessary by the Authority in the Authority's sole discretion (the "**Water Main Facilities**").

B.     **Sanitary Sewer Easements.** Sanitary sewer main easements and rights-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and

replacing present or future sewer mains, manholes, and other appurtenant facilities, including but not limited to, any communications equipment deemed necessary by the Authority in the Authority's sole discretion (the "**Sanitary Sewer Facilities**").

The said property and easements are more particularly bounded and described on the Plat attached hereto and made a part hereof. The foregoing easements, including any and all facilities and rights-of-way, are collectively referred to herein as the "**Easements**".

The Easements are subject to the following conditions:

1. All Water Main Facilities and/or Sanitary Sewer Facilities which are installed in the Easements shall be and remain the property of the Authority, its successors and assigns.

2. The Authority and its agents shall have full and free use of the said Easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the Easements, including the right of access to and from the rights-of-way and the right to use abutting land adjoining the Easements when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such abutting land.

3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said Water Main Facilities and/or Sanitary Sewer Facilities; provided, however, that the Authority, at its own expense, shall restore as nearly as possible to their original condition all lands or premises included within or abutting the said Easements which are



disturbed in any manner by the construction, operation and maintenance of said Water Main Facilities and/or Sanitary Sewer Facilities. Such restoration shall include the backfilling of trenches, the replacement of fences (so long as such fences comply with Paragraph 4 herein), the reseeding or resodding of lawns or pasture areas, the replacement of shrubbery and the replacement of structures and other facilities located outside of the Easements, but shall not include the replacement of trees or the replacement of structures and other facilities located within the Easements.

4. One Loudoun and the Association reserve the right to make any use of the Easements which is not inconsistent with the rights herein conveyed to the Authority, and which does not interfere with the use of said Easements by the Authority for the purposes named. By way of example only, and subject to the preceding sentence, such uses may include:

- (i) constructing and maintaining roadways and parking lots over said Easements,
- (ii) constructing trails, sidewalks and shared use paths within the Easements;
- (iii) planting shrubs within the Easements;
- (iv) installing within the Easements, utilities that are generally perpendicular to the Easements and provide for the required vertical separation between the Water Main Facilities and/or Sanitary Sewer Facilities and the proposed utility line;
- (v) constructing fencing along the Easements, so long as such fencing is at least three (3) feet from the Water Main Facilities and/or Sanitary Sewer Facilities;
- (vi) constructing fencing generally perpendicular to the Easements so long as such fencing is equipped with a gate at the intersection of such fence and the Easements, to which the Authority shall have a key; and
- (vii) installing signs, so long as such signs do not require any foundation.

Notwithstanding One Loudoun or the Association's rights outlined in the foregoing paragraph, One Loudoun nor the Association shall, without Authority's prior written approval:

- (i) erect any building or other structure, including, but not limited to, dumpsters, loading docks, foundations or footings, and any fencing that does not comply with the terms of the preceding paragraph;
- (ii) plant trees on or within the Easements;
- (iii) install any structure or equipment that is ancillary to a utility, such as transformers, vaults, manholes, or cabinets; regardless of whether the utility is permitted to cross or be within the Easements;

- (iv) construct any type of ramp or overhead walkway or other above ground structure;
- (v) install parallel utility lines; or
- (vi) perform any other action that is inconsistent with the rights herein conveyed to the Authority.

In the event that One Loudoun or the Association performs any action prohibited by this paragraph 4, the Authority shall have the right to remove such structure or otherwise remedy such action taken within the Easements, and seek reimbursement for such removal from One Loudoun or the Association, each according to their respective property.

### **SIDEWALK EASEMENTS**

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, One Loudoun and the Association (with respect to, and as applicable to, their individual properties) grant and convey unto the County and the Town Center Association, public access easements and rights-of-way for the purpose of constructing, using, and maintaining sidewalks over and across the Property as shown on the Plat as **"7' Sidewalk Easement"**, **"7.5' Sidewalk Easement"**, **"6' Sidewalk Easement"**, **"5 Sidewalk Easement"**, and **"Sidewalk Easement"**, said easements to be used exclusively for pedestrian and non-motorized vehicular use, subject to the following terms and conditions:

1. The County and the Town Center Association shall each have full and free use of the easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise thereof and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the County or the Town Center Association to erect any building or structure of a permanent nature on such adjoining land.

2. The County and the Town Center Association shall each have the use of the easements free from any obstructions and shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement being conveyed, deemed by either of them to interfere with the proper and efficient construction, use, and maintenance of said easements.

3. The County and the Town Center Association shall have the right in their sole discretion to provide paving and to plant trees and shrubbery within the easements which shall remain the property of One Loudoun and the Association, as applicable, and their successors and assigns.

4. The Town Center Association shall be responsible for constructing the sidewalks within their respective easement areas. The owner of fee title to any property on which an easement is granted shall be responsible for the repair and maintenance of the sidewalks within the easement areas to the extent that any such maintenance is not hereafter delegated to its successors. The construction, repair and maintenance of the easement areas shall not be the responsibility of the County or the Commonwealth.

#### **TRAIL EASEMENTS**

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, One Loudoun and the Association (with respect to, and as applicable to, their individual properties) grant and convey unto the County and the Master Association public access easements and rights-of-way for the purpose of constructing, using, and maintaining trails over and across the Property as shown on the Plat as **"10' Trail Easement"**, said easements to be used exclusively for pedestrian and non-motorized vehicular use, subject to the following terms and conditions:

1. The County and the Master Association shall each have full and free use of the easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise thereof and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the County or the Master Association to erect any building or structure of a permanent nature on such adjoining land.

2. The County and the Master Association shall each have the use of the easements free from any obstructions and shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements being conveyed, deemed by either of them to interfere with the proper and efficient construction, use, and maintenance of said easements.

3. The County and the Master Association shall have the right in their sole discretion to provide paving and to plant trees and shrubbery within the easements which shall remain the property of One Loudoun and the Association, as applicable, and their successors and assigns.

4. The Master Association shall be responsible for constructing the trails within the easement areas. The Master Association shall be responsible for the repair and maintenance of the sidewalks and trails within the easement areas to the extent that any such maintenance is not hereafter delegated to and accepted by others. The construction, repair and maintenance of the easement areas shall not be the responsibility of the County or the Commonwealth.

**PRIVATE STREET INGRESS/EGRESS EASEMENTS**

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, One Loudoun creates and establishes easements for ingress and egress and for the construction and maintenance of utilities in the location as shown on the Plat, designated thereon as **"Tiverton Square – Private Access Easement"**, **"Milbridge Terrace – Private Access Easement"**, **"Roosevelt Court – Private Access Easement"**, **"Roosevelt Square – Private Access Easement"**, **"Medway Terrace – Private Access Easement"**, **"Ellsworth Terrace – Private Access Easement"**, **"Warren Alley – Private Access Easement"**, and **"Wareham Terrace – Private Access Easement"** for the use and benefit of the lots served thereby, including without limitation **Land Bay A9**. These easements may be modified, amended, altered, or extinguished hereafter, by an instrument recorded among the Land Records and executed jointly by One Loudoun and the County. The owner of fee title to any property on which an easement is hereby granted for ingress and egress and for the construction and maintenance of utilities shall be responsible for the maintenance and repair of the easement areas to the extent that any such maintenance is not hereafter delegated to its successors. The construction, maintenance and repair of the easement areas shall not be the responsibility of the County or the Commonwealth. One Loudoun expressly reserves the right, commencing upon the recordation of this Deed and continuing for a period of twenty (20) years, to dedicate, grant and convey such utility easements (including without limitation, electric, telephone, gas, water, sanitary sewer, and other easements beneficial to the use and enjoyment of the Property) to such providers of public services as may request easements from time to time.

**TRUSTEE RELEASE AND SUBORDINATION**

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the

Trustee, as authorized to act by the Beneficiary, as shown by its execution hereto, does hereby release and discharge from the liens of the Deeds of Trust those portions of Land Bay A9 dedicated for public use, and subordinates the said liens to the easements herein conveyed. The Trustee further consents to the subjection of portions of the Property to terms and conditions of the Declarations, as herein set forth.

**VACATION OF PORTION OF PRIVATE ACCESS AND  
PERMANENT EMERGENCY VEHICLE EASEMENT**

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, One Loudoun, as the sole owner of the Land Bay A9, together with the Trustee, with the consent of the County, does hereby VACATE, that portion of the private access easement previously created by instrument recorded among the Land Records as Instrument Number 20071129-0082999 as more particularly shown and depicted on the Plat as "**Hereby Vacated**" (hereinafter, the "**Vacated Portions of Private Access Easement**"). One Loudoun also confirms the TERMINATION of the corresponding private emergency vehicle easement over the Vacated Portions of the Private Access Easement, which termination automatically results from the express terms of the instrument recorded among the Land Records as Instrument Number 20080711-0042894.

**AUTHORITY VACATION OF PORTIONS OF  
SANITARY SEWER EASEMENT AND WATERLINE EASEMENT**

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Authority hereby quitclaims, vacates and releases, WITHOUT WARRANTY, unto One Loudoun, its successors and assigns, all of its right, title and interest those portions of the water main easement and of the sanitary sewer easement previously created by instrument recorded

among the Land Records as Instrument Number 20080711-0042894, as more particularly shown and depicted on the Plat as "**Hereby Vacated**".

**MISCELLANEOUS**

Headings used in this Deed are for convenience purposes only and are not intended to affect the express terms herein set forth.

This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Loudoun County, Virginia, as shown by the signatures affixed to this Deed, and is with the free consent and in accordance with the desire of One Loudoun and the Association, the owners and proprietors of the land depicted on the Plat, and the Trustee, as aforesaid.

The Association executes this Deed for the purposes of granting easements and accepting responsibility for all maintenance and other obligations assigned to or assumed by the Association under this Deed.

The Master Association executes this Deed for the purpose of accepting responsibility for all maintenance and other obligations assigned to or assumed by the Master Association under this Deed.

The undersigned warrants that this Deed is made and executed pursuant to authority properly granted by the charter, bylaws and action of the Board of Directors of the Association and the articles of organization, operating agreement or majority vote of the members of One Loudoun.

IN WITNESS WHEREOF, the parties have caused this Deed to be executed, under seal.

FURTHER WITNESS the following signatures and seals.

[SIGNATURE PAGES FOLLOW]

SM ONE LOUDOUN, LLC, a  
Virginia limited liability company

By: [Signature] (SEAL)  
Name: CHRISTOPHER W. SPAHR  
Title: VICE PRESIDENT

COMMONWEALTH OF VIRGINIA,  
COUNTY OF Fairfax, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Christopher W. Spahr, as Vice President of SM One Loudoun, LLC, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 14<sup>th</sup> day of March, 2016.

My Commission expires:  
JUNE 30, 2020

[Signature]  
Notary Public

My notary registration number is 7520730



[SIGNATURE PAGE TO THAT CERTAIN DEED OF EASEMENT AND VACATION  
APPROVED BY LOUDOUN COUNTY, VIRGINIA, UNDER APPLICATION NUMBER  
STPL 2015-0023.]



TRSTE, INC., a Virginia corporation, Trustee

By: [Signature] (SEAL)  
Name: Billy C. Olson  
Title: Vice President

COMMONWEALTH OF Texas VIRGINIA,  
COUNTY OF Dallas, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Billy Olson as V.P. of TRSTE, INC., TRUSTEE, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

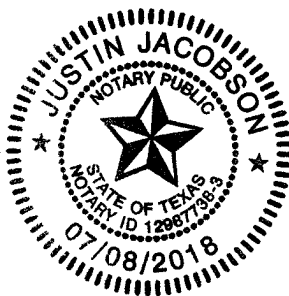
GIVEN under my hand and seal this 11<sup>th</sup> day of March, 2016.

My Commission expires:

7/8/18

[Signature]  
Notary Public

My notary registration number is 12987738-3



[SIGNATURE PAGE TO THAT CERTAIN DEED OF EASEMENT AND VACATION  
APPROVED BY LOUDOUN COUNTY, VIRGINIA, UNDER APPLICATION NUMBER  
STPL 2015-0023.]

WELLS FARGO BANK,  
NATIONAL ASSOCIATION, Beneficiary

By: [Signature] (SEAL)  
Name: Billy C. Olson  
Title: Vice President

COMMONWEALTH OF ~~VIRGINIA~~ <sup>Texas</sup>,  
COUNTY OF Dallas, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Billy Olson, as V.P. of WELLS FARGO BANK, NATIONAL ASSOCIATION, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 11<sup>th</sup> day of March, 2016.

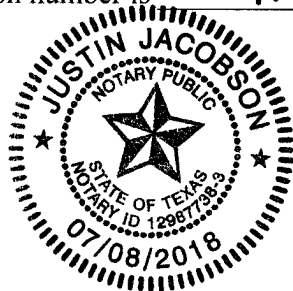
My Commission expires:

7/3/18

[Signature]  
Notary Public

My notary registration number is

12987738-3



[SIGNATURE PAGE TO THAT CERTAIN DEED OF EASEMENT AND VACATION  
APPROVED BY LOUDOUN COUNTY, VIRGINIA, UNDER APPLICATION NUMBER  
STPL 2015-0023.]

ONE LOUDOUN NEIGHBORHOOD ASSOCIATION,  
INC., a Virginia nonstock corporation formed pursuant to  
the Virginia Property Owners Association Act

By: William C. May (SEAL)  
Name: William C. May  
Title: President

COMMONWEALTH OF VIRGINIA,  
COUNTY OF FAIRFAX, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify  
that William C. May, as President  
of One Loudoun Neighborhood Association, Inc., whose name is signed to the foregoing Deed,  
appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 14<sup>th</sup> day of March, 2016.

My Commission expires:

Jennifer M. Montgomery  
Notary Public

My notary registration number is 7011682



[SIGNATURE PAGE TO THAT CERTAIN DEED OF EASEMENT AND VACATION  
APPROVED BY LOUDOUN COUNTY, VIRGINIA, UNDER APPLICATION NUMBER  
STPL 2015-0023.]

ONE LOUDOUN MASTER PROPERTY  
OWNERS ASSOCIATION, INC., a Virginia  
nonstock corporation formed pursuant to the  
Virginia Property Owners Association Act

By: William C. May (SEAL)  
Name: William C. May  
Title: President

COMMONWEALTH OF VIRGINIA,  
COUNTY OF FAIRFAX, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify  
that William C. May, as President  
of One Loudoun Master Property Owners Association, Inc., whose name is signed to the  
foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction  
aforesaid.

GIVEN under my hand and seal this 14<sup>th</sup> day of March, 2016.

My Commission expires:

8/31/2018

Jennifer M. Montgomery  
Notary Public

My notary registration number is

7011682



[SIGNATURE PAGE TO THAT CERTAIN DEED OF EASEMENT AND VACATION  
APPROVED BY LOUDOUN COUNTY, VIRGINIA, UNDER APPLICATION NUMBER  
STPL 2015-0023.]

ONE LOUDOUN TOWN CENTER AND  
BUSINESS DISTRICT ASSOCIATION, INC., a  
Virginia nonstock corporation formed pursuant to  
the Virginia Property Owners Association Act

By: William C. May (SEAL)  
Name: William C. May  
Title: President

COMMONWEALTH OF VIRGINIA,  
COUNTY OF FAIRFAX, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify  
that William C. May, as President  
of One Loudoun Town Center and Business District Association, Inc., whose name is signed to  
the foregoing Deed, appeared before me and personally acknowledged the same in my  
jurisdiction aforesaid.

GIVEN under my hand and seal this 14<sup>th</sup> day of March, 2016.

My Commission expires:

8/31/2018

Jennifer M. Montgomery  
Notary Public

My notary registration number is

7011682



[SIGNATURE PAGE TO THAT CERTAIN DEED OF EASEMENT AND VACATION  
APPROVED BY LOUDOUN COUNTY, VIRGINIA, UNDER APPLICATION NUMBER  
STPL 2015-0023.]

LOUDOUN COUNTY SANITATION  
AUTHORITY

By: [Signature] (SEAL)  
Name: Dale C Hammes  
Title: General Manager

COMMONWEALTH OF VIRGINIA,  
COUNTY OF LOUDOUN, to wit:

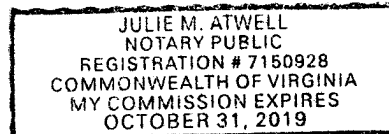
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Dale C Hammes, as General Manager of the LOUDOUN COUNTY SANITATION AUTHORITY, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 24TH day of MARCH, 2016.

My Commission expires:

10/31/19

[Signature]  
Notary Public



My notary registration number is

7150928

[SIGNATURE PAGE TO THAT CERTAIN DEED OF EASEMENT AND VACATION  
APPROVED BY LOUDOUN COUNTY, VIRGINIA, UNDER APPLICATION NUMBER  
STPL 2015-0023.]

The Foregoing Easements Are Hereby Accepted Pursuant To Virginia Code Section 15.2-1803 and the Vacation of the Easement Pursuant to Virginia Code Section 15.2-2272 is Hereby Approved

APPROVED AS TO LEGAL FORM:  
**APPROVED AS TO FORM:**

BOARD OF SUPERVISORS OF LOUDOUN  
COUNTY, VIRGINIA

  
DEPUTY COUNTY ATTORNEY  
Assistant County Attorney

By: Michael Seyfried (SEAL)  
Name: Michael Seyfried  
Title: Director


COMMONWEALTH OF VIRGINIA,  
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that MICHAEL SEIGFRIED, as DIRECTOR ON BEHALF of the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 5 day of APRIL, 2016.

My Commission expires:

OCT. 31, 2017

  
Notary Public

My notary registration number is

7541654



Harry Joseph Walsh  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #7541654  
My Commission Expires  
October 31, 2017

[SIGNATURE PAGE TO THAT CERTAIN DEED OF EASEMENT AND VACATION  
APPROVED BY LOUDOUN COUNTY, VIRGINIA, UNDER APPLICATION NUMBER  
STPL 2015-0023.]